# EXHIBIT

A

## **Demand Promissory Note**

Between

#### **EDWARD GREENE**

Address: 29 Huckleberry Lane

Darien, Connecticut 06820

(Hereinafter referred to as the Borrower)

and

#### ROBERT JOSEPH ZULKOSKI

Address: 233 Thorpe Cove Road

Charlotte, VT 05445

(Hereinafter referred to as the Lender)

For value received, the Borrower hereby unconditionally promises to pay to the order of Lender the sum of two hundred thousand United States Dollars (\$200,000.00) together with interest accrued at the rate of 10 percent (10%) per year on any unpaid balance.

Payable on Demand: The entire outstanding amount shall become immediately payable upon demand by the Lender or holder of this Note, but demand shall not be made before the first day of August 2012.

Place of Payment: Payment shall be made at the above stated address of the Lender or at such place as may be designated from time to time in writing by the Lender or holder of this Note. For ease of payment the Borrower may exercise the option to effect payment by direct deposit or electronic transfer of funds into the account of Lender as specified in writing.

**Prepayment**: The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to accrued interest and thereafter to the principal loan amount.

**Default:** Should the Borrower not make full payment within 10 business days of demand, this Note may be turned over for collection and the Borrower agrees to pay all reasonable legal fees and collection charges to the extent permissible by law, in addition to other amounts due.

**Transfer**: The Lender may not transfer this Note to another holder.

**Borrower's Waiver**: The Borrower waives presentment for payment, notice of non-payment, off-set, protest and notice of protest and agrees to remain fully bound until this Note is paid in full.

Lender's Indulgence: No relaxation, indulgence, waiver, release or concession of any terms of this Note by the Lender on one occasion shall be binding unless in writing and if granted shall not be applicable to any other or future occasion.

**Binding Effect**: The terms of this Note shall be binding upon the Borrower's successors and shall accrue to the benefit and be enforceable by the Lender and his/her successors, legal

representatives and assigns.

**Jurisdiction**: This Note shall be construed, interpreted and governed in accordance with the laws of the State of New York and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

**General**: Where appropriate words signifying one gender shall include the others and words signifying the singular shall include the plural and vice versa.

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Note.

SIGNED on this 28th day of JANUARY 2012

- (1) Borrowers Name: Edward Greene
- (1) Borrower's Authorized Signature

Signature of Lender:

(1) Lender Name: Robert Joseph Zulkoski

Edward & Seene

(1) Lender Authorized, Signature

Signed on this 28 day of Twy 2012

### Robert Zulkoski

From:	chinagreene88@yahoo.com	
Sent:	Saturday, August 31, 2013 9:35 AM	
To:	Robert Zulkoski	
Subject:	Re: Loan Repayment	

Yes. I am ok with that although the 15% retroactive seems high. However, your forbearance should be compensated and if you feel this is the correct pricing, I am obliged to agree.

The more important consideration is that I am beginning to see the light in our business. And once these Fall closings occur, I should be able to accelerate payment to you.

Getting you fully reimbursed has always been my highest priority after funding Diamond Dragon.

Look forward to seeing you in HK on 21st for drinks if still good for you. Sent from my Verizon Wireless BlackBerry

From: "Robert Zulkoski" <bzulkoski@gmail.com>

Date: Sat, 31 Aug 2013 08:45:02 -0400

To: 'Edward Greene'<chinagreene88@yahoo.com>

Subject: Loan Repayment

Hey Ed,

Given the circumstances I think we should come up with a set loan repayment schedule with a graduated monthly payment and a new interest rate (15%) starting back at the original due date. I will send you the payment schedule and a new note to sign.

Best,

Bob